



Department of Energy

**Environmental Management
Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
(513) 246-0500**

August 23, 2006

Dear Interested Buyers,

EMCBC-00828-06

**SALE OF NATURAL URANIUM AS URANIUM HEXAFLUORIDE (UF₆),
AMENDMENT 3**

This letter transmits Amendment 3 to Request for Proposal (RFP) DE-SC30-06CC00012 originally issued on August 14, 2006. Significant changes reflected in this Amendment 3 include:

- Definition of "UF₆" changed to not include containment cylinders in the case of book transfer

This letter is not an integral part of the RFP. In the event of any conflict between this letter and the RFP, the RFP will prevail. To be responsive to the RFP, interested Buyers shall submit a signed copy of the enclosed Standard Form 30 "Amendment of Solicitation" (cover sheet only) along with the proposal. This Amendment 3 is also posted on the Industry Interactive Procurement System (IIPS).

Proposals are due no later than 3:00 p.m. Eastern Daylight Time, August 28, 2006.

Please contact only me at 513-246-0586 or Wilmari Delgado, at 513-246-0566 if further information on this sale is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold D. Hincks", is written over a horizontal line.

Harold D. Hincks
Contracting Officer

Enclosure: Amendment 3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
		0003 23 August 2006					
6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)		CODE			
U.S. Department of Energy							
Environmental Management Consolidated Business Center							
250 East 5th Street, Suite 500							
Cincinnati, OH 45202							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						DE-SC30-06CC00012	
				X		9B. DATED (SEE ITEM 11)	
						14 August 2006	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Harold D. Hincks, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this Amendment is to clarify that DOE intends to retain title to the containment cylinders in the case of Book Transfer. As a result, the following changes are hereby incorporated to the Request For Proposal:

ARTICLE I. DEFINITIONS

The following statement from Amendment 0001 is hereby changed:

FROM: "UF₆ " for purpose of this Sales Agreement includes the Uranium Hexafluoride and the containment cylinders.

TO: "UF6" includes the Uranium Hexafluoride (but not the containment cylinders) in the case of Book transfer to Buyer as provided in Article V.D. "UF6" includes both the Uranium Hexafluoride and the containment cylinders in the case of physical transfer of possession to Buyer as provided in Article V.E.

As a result of the above changes, the attached "slip" page (page 8) replaces the same numbered page in the Request For Proposal. This page will be incorporated to the Sales Agreement.

This **SALES AGREEMENT** is between The Department of Energy (DOE) (the "Seller") and the party identified on the signature page of this Sales Agreement (the "Buyer"). In accordance with Section 314 of the 2006 Energy and Water Development Appropriations Act, the Seller offers for sale up to 700 metric tons, Natural Uranium Hexafluoride, UF₆, contained in American National Standards Institute (ANSI) N14.1 compliant 48" diameter cylinders. The Uranium Hexafluoride has an approximate enrichment of 0.711% (see Article XI). The UF₆ is of an obligation code legal for use in the United States at the time of delivery.

The parties to this Sales Agreement are legally bound as of the date the Sales Agreement is executed/signed by the Contracting Officer and provided to the Buyer.

ARTICLE I. DEFINITIONS

"GDP" or "Gaseous Diffusion Plant" means the enrichment plants at Portsmouth, Ohio and Paducah, Kentucky. These plants are owned by the DOE.

"UF6" includes the Uranium Hexafluoride (but not the containment cylinders) in the case of Book transfer to Buyer as provided in Article V.D. "UF6" includes both the Uranium Hexafluoride and the containment cylinders in the case of physical transfer of possession to Buyer as provided in Article V.E.

ARTICLE II. BUYER'S AGENT

A Buyer's agent, under this Sales Agreement acts solely or partly on behalf of the Buyer. The Buyer shall provide sufficient information to prove that the agent is qualified to perform in accordance with the terms and conditions of this Sales Agreement. The Buyer's Agent may perform or satisfy any of the terms and conditions of this Sales Agreement on behalf of the Buyer, at the discretion or direction of the Buyer.

ARTICLE III. TERM OF AGREEMENT

The term of this agreement shall begin the day it is executed and will continue until all obligations of the Seller and Buyer under this agreement have been fulfilled.

ARTICLE IV. QUANTITY AND SCHEDULE

Seller shall sell, and Buyer shall accept and pay for uranium in quantities in accordance with the terms and conditions of this Sales Agreement.